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7 Attorneys for Defendant
TIME WARNER CABLE LLC

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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 MIGUEL CALZADA,
12 Plaintiff,
13 v.
14 TIME WARNER CABLE LLC, a
15 Delaware Corporation,
16 Defendant.

No. CV 11-01701-DMG(JCGx)

DECLARATION OF LAURI
THOMPSON IN SUPPORT OF
DEFENDANT TIME WARNER CABLE
LLC'S OPPOSITION TO PLAINTIFF'S
MOTION FOR CLASS
CERTIFICATION

Date: January 6, 2012
Time: 2:00 p.m.
Crtrm: 7 (Hon. Dolly M. Gee)

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DECLARATION OF LAURI THOMPSON

I, Lauri Thompson, declare:

1. I am Marketing Coordinator for the San Diego Division of Time Warner Cable (“TWC”), which also includes Barstow and the Desert Cities. I have held this position for approximately the past fifteen years. As Marketing Coordinator, I am currently responsible for planning and scheduling commercials to air on TWC’s ad-insertable cable networks. Prior to January 2011, my responsibilities as Marketing Coordinator included overseeing the provision of bills, billing inserts, statement messages, and mandatory notices to subscribers.

2. In preparing this declaration, I have relied upon my personal knowledge and my review of TWC's business records, maintained under my supervision and control, including databases, memoranda, reports, and records of acts, events, and transactions made in the regular course of TWC's business at or near the time of the act, event or transaction. Such business records are described in further detail below.

3. In the Spring of 2010, I was personally responsible for ensuring each subscriber in San Diego, the Desert Cities, and Barstow received notification that he or she had a new TWC subscriber agreement, which contains an arbitration clause. To provide such notice, TWC included the following statement message on every subscriber's April 2010 billing statement (the "Arbitration Statement Message"):

You have a new Time Warner Cable subscriber agreement which contains an arbitration clause and other important terms. You can review the new agreement and, if you wish, opt out of the arbitration clause at <http://help.twcable.com/html/policies/html>.

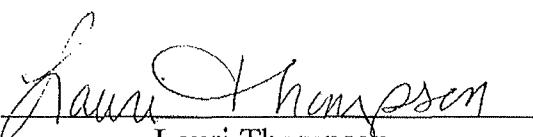
4. TWC engages CSG Systems, Inc. (“CSG”) to prepare and mail monthly billing statements. CSG provides TWC with software to access an application on its system called Communications Control System (“CCS”). CCS allows TWC to input information concerning the statement messages to be printed

1 on monthly billing statements. As the person responsible for statement messages, I
2 regularly accessed CCS.

3 5. In March 2010, I accessed CCS and inputted into the system the text of
4 the Arbitration Statement Message and indicated that I wanted such text to be
5 inserted into each April 2010 billing statement for the San Diego, Barstow, and
6 Desert Cities system/principals (*i.e.*, areas of service).

7 6. In April 2010, CSG confirmed that the Arbitration Statement Message
8 was inserted into the April 2010 billing statements for the relevant
9 system/principals and sent me a sample of a billing statement. I stored this sample
10 billing statement in my monthly file for April 2010 on TWC's shared network,
11 maintained by TWC in the ordinary course of business and which stores
12 memoranda, reports, records or data compilations made by TWC at or near the time
13 of the acts, events, or transactions contained therein. A true and correct copy of the
14 sample billing statement I received from CSG in April 2010 to confirm that the
15 Arbitration Statement Message had been inserted into the billing statements is
16 attached to the Appendix of Exhibits as **Exhibit B**.

17 I declare under penalty of perjury under the laws of the United States of
18 America that the foregoing is true and correct. Executed on December 12, 2011, at
19 San Diego, California.

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22 Lauri Thompson
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